

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Tinto Energy America Inc.		11/19/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cloud Peak Energy Resources LLC		
Street Address:	505 S. Gillette Ave		
City:	Gillette		
State/Country:	WYOMING		
Postal Code:	82717		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76252211	ENERGY TO POWER THE COUNTRY	
CORRESPONDENCE DATA			
Fax Number:	(414)223-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142732100		
Email:	ptomailbox@whdlaw.com		
Correspondent Name:	Whyte Hirschboeck Dudek S.C.		
Address Line 1:	555 E Wells St, Ste 1900		
Address Line 2:	Attn: Suzanne Plagemann		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	CLO-31297		
NAME OF SUBMITTER:	Suzanne Plagemann		
Signature:	/Suzanne Plagemann/		
Date:	08/18/2010		

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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated and effective as of November 19, 2009 between Rio Tinto Energy America Inc., a Delaware corporation ("RTEA") and Cloud Peak Energy Resources LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, RTEA is the sole and exclusive owner of all right, title, and interest in and to all of the trademarks and service marks identified in Schedule A (collectively referred to herein as the "Trademarks"); and

WHEREAS, RTEA is the sole and exclusive owner of all right, title, and interest in and to all of the domain name registrations identified in Schedule B (collectively referred to herein as the "Domain Names"); and

WHEREAS, pursuant to the initial public offering separating the Company from RTEA, the Company is the successor to that portion of the ongoing business of RTEA, excluding Colowyo, to which the Trademarks and Domain Names pertain and is desirous of acquiring, and RTEA is desirous of assigning to the Company, all right, title, and interest in and to all of the Trademarks and Domain Names and all goodwill connected with the use thereof, symbolized thereby and associated therewith, and the right to sue and recover damages for past and future infringement, misappropriation or other violations related to the Trademarks and Domain Names;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RTEA and the Company hereby agree as follows:

1. RTEA hereby sells, assigns and transfers to the Company, its successors and assigns, all of its right, title and interest in and to the Trademarks and the Domain Names, and all applications, registrations, and renewals therefor, together with all goodwill symbolized thereby and associated therewith.
2. The Company and RTEA hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue and to record the title of the Company as owner of all right, title, and interest in and to the Trademarks, all applications, registrations, and renewals therefor, the goodwill connected with the use thereof, symbolized thereby and associated therewith.
3. The Company shall solely and exclusively bear the cost of: (i) all filing and similar fees relating to the filing or recordation of the Company's ownership interest in, or issuance to the Company of, the Trademarks and Domain Names, and (ii) all maintenance, renewal and similar fees payable in connection with the Trademarks and Domain Names after the date of this Assignment.

4. The Company and RTEA agree to make commercially reasonable efforts to promptly update the registration information for the Domain Names to effect this Assignment.
5. RTEA agrees to execute, upon the reasonable request of the Company and at the Company's expense, such additional documents as are reasonably necessary or desirable to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of the Company under this Assignment.

[Signature page to follow]

In testimony whereof, RTEA has signed below, by its respective duly authorized legal representatives, on this 16 day of NOVEMBER, 2009.

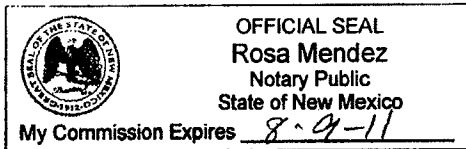
Rio Tinto Energy America Inc.

By: [Signature]

Title: Attorney in Fact

STATE OF New Mexico
COUNTY OF Bernalillo

On this 16th day of November, 2009, before me appeared James PAUL Benson of Rio Tinto Energy America Inc., who acknowledged execution of this Assignment as a free act by Rio Tinto Energy America Inc.



[Signature]

Notary Public

ACKNOWLEDGMENT

On behalf of Cloud Peak Energy Resources LLC, I hereby acknowledge receipt of assignment, for good and valuable consideration, of the Trademarks set forth in Schedule A.

By: _____

Title: _____

[Signature page for Trademark Assignment Agreement]

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TRADEMARK
REEL: 004262 FRAME: 0833

In testimony whereof, RTEA has signed below, by its respective duly authorized legal representatives, on this ___ day of _____, 2009.

Rio Tinto Energy America Inc.

By: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2009, before me appeared _____ of Rio Tinto Energy America Inc., who acknowledged execution of this Assignment as a free act by Rio Tinto Energy America Inc.

Notary Public

ACKNOWLEDGMENT

On behalf of Cloud Peak Energy Resources LLC, I hereby acknowledge receipt of assignment, for good and valuable consideration, of the Trademarks set forth in Schedule A.

By: Chris Marshall

Title: CEO

[Signature page for Trademark Assignment Agreement]

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Schedule A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Application No.	Registration No.	Owner of Record
CLOUD PEAK ENERGY	77,774,595	N/A	Rio Tinto Energy America Inc.
CLOUD PEAK ENERGY	77,774,381	N/A	Rio Tinto Energy America Inc.
[CLOUD PEAK LOGO]	77,774,601	N/A	Rio Tinto Energy America Inc.
ENERGY TO POWER THE COUNTRY	76,252,211	2,875,225	Rio Tinto Energy America Inc.

COMMON LAW TRADEMARKS

Miners in Motion

Provide for Today, Protect for Tomorrow